

SEPTEMBER 30, 2004
CONTRACT PERIOD THROUGH ~~SEPTEMBER 30, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROOFING REPAIRS AND MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **September 15, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
Steve Varscsak, Facilities Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **ROOFING REPAIRS AND MAINTENANCE**

1.0 **INTENT:**

The intent of this Invitation For Bids is to award a contract to the most responsive, responsible roofing contractor to furnish all supervision, labor, equipment, materials, and transportation necessary to repair or replace like-for-like various types of roofing systems on an as needed basis. Work performed under this contract will be on a time and materials basis or project driven and under the direction and inspection of the Facilities Management Department for buildings under the maintenance responsibility of FMD.. Other County departments may use this contract for roofing services. Facilities Management is not responsible for contract administration for services requested by other County Agencies.

This contract will be awarded to multiple contractors for the purpose of achieving competitive bidding on roofing projects. All work shall be by purchase order only.

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 Contractor shall make available roofing repairs to the County **during daytime hours** ~~between the hours of 6:00 AM and 6:00 PM (variable according to season), Monday through Friday, excluding County holidays. The pricing section will have various rates for regular hours, overtime hours, and holiday hours. These times will be considered REGULAR hours. Repairs requested outside of these time lines shall be considered AFTER hours.~~

RESPONSE TIMES:

REGULAR service within ~~six (6)~~ **twenty-four (24)** hours on site after receiving a request.

AFTER hours service shall have a response time of **six (6)** ~~four (4)~~ hours on site after receiving request.

Roof leaks are considered *emergency* service. The Contractor shall respond to all *emergency* service calls within two (2) **to six (6)** hours on site after receipt of call.

- 2.2 If it becomes necessary for the Contractor to perform work **after an 8-hour period, during County AFTER hours or on weekends or holidays**, billable labor hours shall be adjusted to the ~~AFTER hours rate~~ **overtime rate**.
- 2.3 The Contractor shall be responsible for repairs on, but not limited to; cold-applied, hot built-up, gravel surfaced, smooth surfaced, coated, cap sheet, shingled, rolled, tiled, and insulated roofs.
- 2.4 The Contractor shall provide a working foreman, who is a mechanic/roofer, to continually supervise and direct all work at the job site. The working foreman shall supervise and oversee all work as it relates to roof repairs or replacement.
- 2.5 Each specific repair made to a roof shall be guaranteed **for materials and labor against leakage** for a period of one hundred eighty (180) days from completion of repair. Specific repairs shall be defined as any and all repair(s) made to the roof at a specific leakage point. **All repairs shall be to a professional standard. Should the repaired leakage point fail to repel water during the 180 day warranty period, Contractor shall repair the leakage point at no additional cost to the County.**
- 2.6 The Contractor must use recognized, quality products of national manufacturers at all times **on new roof systems**. The materials shall be warranted by the manufacturer **based on the manufactures length of warranty. a minimum of ten years.**
- Contractor shall provide all information on all products used on the job (i.e., manufacturers name, type, provider, etc.) for future reference.
- 2.7 Roofs requiring partial replacement or full replacement must be approved by FMD with an estimate of costs provided to FMD (less than 10,000 square feet of surface roof). The County reserves the right to competitively bid roofing full replacements through the Design and Construction division of FMD under Article 5 procurement, and not under the provisions of this contract.

2.8 PROJECT WORK:

Project work shall mean work performed on major roofing projects or major roofing repairs. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. Additionally, each Contractor will meet at the site to evaluate and submit an accurate quote. As such, each contractor desiring to bid shall submit a competitive project quote for such project work, with award to the lowest bidder of the project. The threshold from time and materials to project work shall be ~~\$1,000.00~~ **\$10,000.00**, or as required by FMD including emergencies. **The County reserves the right to bid project work as Article 5 procurement. The Contractor may bid on any project work under Article 5.**

Contractors submitting a project quote, must submit the following: The contract serial number; Name and address of site; Supplies utilized, listed by description; Total dollar cost of supplies; Applicable tax to supplies only (or construction tax based on 65% of the total on combined labor/materials); Total labor project cost in dollars. The project bid shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor, or cost underides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, and approved by the County prior to any authorization to proceed.

This contract may also be used for time and materials work (under \$1,000) and priced per hour and as bid in the pricing section. Each bidder shall be ranked in the pricing section as first call, second call, third call, and so on.

- 2.9 Contractor shall remove from the job site all debris resulting from or incidental to roofing repairs/installation. All bitumen spills shall be cleaned and any damage that has occurred shall be the Contractor's responsibility. Contractor shall not discard used roofing debris to County trash containers.
- 2.10 Unexpended materials or supplies purchased by the Contractor, paid with funds under the contract are, and will remain the property of the County. The Contractor shall deliver all such materials to FMD.
- 2.11 Contractor shall be responsible for any roof drain system and vent pipes clogged by Contractor's roofing materials.
- 2.12 The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

3.0 **SPECIAL TERMS & CONDITIONS:**

- 3.1 Contractor shall be responsible to secure all required licenses and permits when and where applicable. Contractor must comply with all Arizona State Registrar of Contractor's guidelines, and must hold a current State of Arizona commercial roofing license L-42. Proof of such must accompany bid package.
- 3.2 Contractor shall employ at least five (5) full-time roofing mechanics each with a minimum of five (5) years' experience. Proof of such must accompany bid package.
- 3.3 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
- 3.4 Contractor will complete all work in a neat and workmanlike manner, to the satisfaction of the Facilities Management Department.
- 3.5 INVOICING:

Note: The Contractor must submit invoices to the County Agency who has made the request. The Contractor is warned that a purchase order document must be established before any work is to begin. The Contractor must invoice against the requestor's PO and not the PO established by FMD unless work is requested by FMD.

All invoicing for time and materials work must contain: Purchase order number; Terms as bid; Contract serial number; Job site name and address; Description of work performed; Itemized materials list description; Price of materials; Total labor hours; Labor charges as bid (See * below); Applicable sales tax on materials only; Grand total of invoice.

*T&M labor must delineate which labor rate is billed: *Regular* service labor or *After* hours service labor.

Invoicing for project work must contain: Contract serial number; Purchase order number; Terms as bid; A detailed description of work performed; Location of job site; FMD work order number; FMD building number; Total labor cost in dollars; Total materials cost in dollars; Applicable tax on materials only (or contraction tax based on 65% of the combined labor/materials); And grand total. Attached to the invoice must be the project quote sheet.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.6 TAX:

Taxes shall be imposed on materials/supplies purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.8 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.9 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a ONE (1) year period.

4.3 OPTION TO EXTEND:

The County may, at their sole option, may extend the period of this Contract up to a maximum of FOUR (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

“Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (5) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

First Renewal	_____ %
Second Renewal	_____ %
Third Renewal	_____ %
Fourth Renewal	_____ %

Evaluation for each line will be based the BID unit cost plus the maximum percentage of increase for the first through fifth year.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.12 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retention. Such deductible and/or self insured retention shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

4.13 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.14 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.18 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.19 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.20 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.21 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.22 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.23 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.24 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.25 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.26 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.27 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.28 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.29 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation For Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.29.1 Cancel the Contract, if it is currently in effect.
- 4.29.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.29.3 Take the necessary steps to collect any performance surety provided on the applicable Contract.

4.30 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.31 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.32 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities maybe considered non-responsive and not eligible for award consideration.

PIONEER ROOFING COMPANY, 9221 NORTH 15TH AVE, PHOENIX, AZ, 85021-2128

6.0 PRICING: S017601/B0603774

Pricing, per specifications for roofing services. Jobs over \$1,000 shall be competitively bid to all contractors of record. Time and materials (under \$1,000) shall be called by rank by lowest bidder based on hourly rate. ~~Travel time shall be incorporated into the hourly rate.~~

	REGULAR HOURS 8-hours or less	AFTER HOURS Overtime (Mon-Sat)	Doubletime (Sun & other Holidays)	Triplettime (holidays; Christmas, Thanksgiving, Easter)
6.1 Foreman, roofing repairs:	\$ <u>48.00</u> / per hr.	\$ <u>72.00</u> / per hr.	\$ <u>96.00</u> / per hr.	\$ <u>144.00</u> / per hr.
6.2 Mechanic, roofing repairs:	\$ <u>45.00</u> / per hr.	\$ <u>67.50</u> / per hr.	\$ <u>90.00</u> / per hr.	\$ <u>135.00</u> / per hr.
6.3 Helper, roofing repairs:	\$ <u>29.00</u> / per hr.	\$ <u>43.50</u> / per hr.	\$ <u>58.00</u> / per hr.	\$ <u>87.00</u> / per hr.
6.5 Roofing supplies/materials, cost plus:		<u>20</u> %		
6.6 Labor for services outside the scope of contract:		\$ <u>65.00</u> / per hr.		

6.7 ESCALATION:

Items listed on the price schedule shall be firm for the period of one (1) year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (5) year term of this contract including renewals. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

First Renewal	<u>5</u> %
Second Renewal	<u>5</u> %
Third Renewal	<u>5</u> %
Fourth Renewal	<u>5</u> %

***NOTE: The portal to portal rate for Forman is \$48.00/Hr. To include one hour of drive time to an eight hour work day, the base rate would change to \$52.00/Hr., \$78.00/Hr, \$104.00/Hr, and \$156.00/Hr., respectively.**

With adequate planning, this change may be avoided. In any case, the other categories would be unaffected.

Foreman Rates:

Rates for foreman shall be \$52/78/104 respectively for all work with the exception of jobs requiring extended mobilization which shall then revert to \$48/72/96, respectively.

Travel Time:

No travel time shall be charged to any area with in the 25-mile radius of 401 W. Jefferson St, Phoenix, AZ. Travel time outside the 25-mile radius shall be billed by the hourly rate as listed in §6.1-6.6. Drive time shall be compensated to the contractor including overtime.

6.8 Mileage Charges:	Pickup to ¾-ton	.35/per mile, all areas
	1-ton truck	.50/per mile, all areas
	2.5-ton dump truck	.75/per mile, all areas

PIONEER ROOFING COMPANY, 9221 NORTH 15TH AVE, PHOENIX, AZ, 85021-2128

Terms:	Net 30
Federal Tax ID Number:	86-0227527
Vendor Number:	860227527
Contact Person:	Robert Bueche / Nadine Hornsby
Telephone Number:	(602) 944-2696
Fax Number:	(602) 997-0623
Contract Period:	To cover the period ending September 30, 2002 2004.